ure clause in the contract. *Halstead* v. *Jessup*, 150 Ind. 85, 49 N. E. 821. Such provisions are covenants and not conditions subsequent, and parol evidence is competent to aid in the construction of the contract. *Walker* v. *Johnson*, 116 Ill. App. 145. Timber severed from the soil becomes personal property. MINOR & WURTS, REAL PROPERTY, § 40; *Kingsley* v. *Holbrook*, 45 N. H. 313, 86 Am. Dec. 173 and note. Under a parol license to cut and remove timber, the title of the licensee to the timber severed, even by a trespasser, becomes perfect. *Keystone Lumber Co.* v. *Kolman*, 94 Wis. 465, 59 Am. St. Rep. 905. "And even if a time has been limited within which the grantor must remove the timber under an exception which leaves the title in him, the title to the excepted timber will not be forfeited to the grantee by his failure to remove what he has cut within the time limited." BREWSTER, CONVEYANCING, § 124; 1 JONES, REAL PROPERTY IN CONVEYANCING, § 559. But some of the courts have held the question to be one of intention to be determined by the terms of the contract itself. 5 CURRENT LAW, p. 1491; *Peterson* v. *Gibbs*, 147 Cal. 1, 81 Pac. 121. While the rule announced in the principal case may fit the circumstances of that particular case, or may have special regard to local conditions, nevertheless the opposite rule seems to be more nearly consistent with reason and justice.

DIVORCE—EXTENT OF RELIEF—ABSOLUTE DIVORCE.—Complainant married the defendant in December, 1907, that being her third marriage. Her first marriage had been dissolved by a decree of divorce upon a bill filed by her, her husband not defending; her second marriage was dissolved on a bill filed by her husband on the ground of adultery, no defense being made by her. No restrictions were placed upon her regarding remarriage. About a month after her third marriage, she filed a bill for divorce on the ground of extreme cruelty; defendant did not defend. In the lower court a limited divorce was offered to, and refused by, the complainant. The question arising is whether, when good cause is shown, the fact that complainant has been previously divorced for her own fault is to bar her from obtaining an absolute divorce. *Held*, (GRANT, J., dissenting) complainant is entitled to an absolute divorce. *Orton* v. *Orton* (1909), — Mich. —, 123 N. W. 1103.

Comp Laws of Mich., § 8623 authorizes an absolute divorce for causes mentioned in § 8622, which include cruelty, "whenever, in the opinion of the court, the circumstances of the case shall be such that it will be discreet and proper so to do." "Marriage is the combining of a man and a woman into a status of matrimony and the severance of either from the combination terminates the status." 1 BISHOP, MARRIAGE, DIVORCE & SEPARATION, § 698. The guilty party may subsequently marry if there is no statute forbidding such marriage. *People* v. *Hovey*, 5 Barb. 117. It would seem that the guilty party, if he or she remarries, is entitled to all the protection that the law affords any married person, and to deny such protection on the ground of the previous divorce, would be an arbitrary use of the court's discretion, if good and sufficient cause for divorce is shown, as in the principal case. Public policy calls for an absolute, rather than a limited, divorce where there is a case made that would justify a permanent separation. *Burlage* v. *Burlage*, 65

Mich. 624. The rule that unless the libellant is without fault the divorce will be only from bed and board (*Conant* v. *Conant,* 10 Cal. 249) seems to require that that fault shall have arisen during the existence of the marriage the libellant seeks to dissolve. In the principal case the complainant was without fault and to grant the absolute divorce seems to be a wise use of the court's discretion.

DIVORCE—VACATION OF DECREE—PERJURED TESTIMONY.—Elizabeth Reeves was, on August 7, 1906, awarded a decree of divorce from Harry Reeves. Her bill made the proper allegations, including one that she was, and for more than six months had been a bona fide resident of South Dakota. Immediately after the decree was awarded she left South Dakota, went to Philadelphia, and on August 11th married one Walls, and has resided in Philadelphia ever since. H. Reeves, on the 20th of July, 1907, moved to vacate the judgment because (1) it was obtained by fraud, and (2) the court had no jurisdiction, for neither party to the cause was a resident of South Dakota. *Held,* the motion to vacate should be denied. *Reeves* v. *Reeves* (1909), — S. D. —, 123 N. W. 869.

Judgments in divorce proceedings are subject to the same power of the courts as to vacation or amendment as are judgments in other proceedings, save where there are special statutory restrictions. *Nicholson* v. *Nicholson,* 113 Ind. 131. The character of the fraud that will render a judgment void must be a fraud extrinsic or collateral to the questions examined. *Corney et al.* v .*Corney,* 79 Ark. 289, 95 S. W. 135; *Pico* v. *Cohn,* 91 Cal. 129, 25 Pac. 970; *U. S.* v. *Throckmorton,* 98 U. S. 65, 25 L. Ed. 95; *In re Griffith,* 84 Cal. 113, 23 Pac. 528. The above rule seems to be undoubtedly the weight of authority. In *Laithe* v. *McDonald,* 7 Kan. 254, 12 Kan. 340, the court holds that if the judgment is obtained through perjured testimony it may be set aside. A divorce decree obtained by one who resided in the state the statutory period only for the purpose of obtaining the divorce may be vacated. *Lawrence* v. *Nelson,* 113 Ia. 277, 85 N. W. 84. *Dunham* v. *Dunham,* 162 Ill. 589, 44 N. E. 841, and *Watkins* v. *Watkins,* 125 Ind. 163, 25 N. E. 175, both hold that no effect will be given to a divorce obtained in another state wherein neither party resided. A decree of divorce procured by perjury or fraud will not be set aside therefore, unless the perjury or fraud consists of intrinsic acts not examined and determined in the divorce suit. *Moor* v. *Moor,* — Tex. Civ. App. —, 63 S. W. 347. The validity of a decree of divorce cannot be collaterally attacked by parties who voluntarily appear and submit to the jurisdiction, on the ground that neither party was subject to the jurisdiction. *In re Ellis' Estate,* 55 Minn. 401, 56 N. W. 1056; *Nichols* v. *Nichols,* 25 N. J. Eq. 60. The principal case, in following the rule in *Moor* v. *Moor,* supra, seems to follow the weight of authority and the rule followed certainly gives stability to judgments rendered in cases where the defendant has had an opportunity to defend and has done so, as in the principal case.

EVIDENCE—OFFER TO PROVE CERTAIN FACTS—SUFFICIENT TO BASE ERROR ON. —The defendant, having a witness on the stand, offered to prove certain facts by him. The court sustained an objection made by the plaintiff, to the effect